

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A SYSTEM, METHOD AND ARTICLE OF MANUFACTURE FOR A HYBRID
NETWORK CONFORMING TO REQUESTED QUALITY
OF SERVICE PARAMETERS

the specification of which:

☐ is attached hereto.

☒ was filed on November 18, 1996, and identified as Attorney Docket No. MCIC-046/00US.

☐ was filed on November 18, 1996, as Application Serial No. 08/751,917.

and

☐ the amendment(s) of which were filed on .

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with title 37, code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s) (Country) (Number) (Day/Month/Year Filed) Priority Claimed (Yes/No)

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.

(Application Number)

(Filing Date)

(Application Number)

(Filing Date)

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Appl. Ser. No.

Filing Date

Status (Pat'd./Pend./Aband.)

I hereby appoint:

Richard L. Neeley	30,092	Marcella Lillis	36,583
Willis E. Higgins	23,025	Craig P. Opperman	37,078
Tom M. Moran	26,314	Melya J. Hughes	38,696
John W. Girvin, Jr.	22,706	Keith Stephens	32,632
Nina M. Ashton	37,273	Gurjeev K. Sachdeva	37,434
Jackie N. Nakamura	35,966	Alexandra J. Baran	39,101
Peter R. Leal	24,226		

my attorneys and agents with full power of substitution and revocation to prosecute my above-identified application for Letters Patent and to transact all business in the Patent Office connected therewith.

I further direct that correspondence concerning this application be directed to

COOLEY GODWARD LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, California 94306-2155
Telephone (415) 843-5000.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: Isaac K. Elliott

Inventor's signature Isaac K. Elliott Date 2-21-97

Residence: 3855 Orchard Drive

Citizen of: United States of America

Post Office Address: Colorado Springs, Colorado 80920

Full name of second inventor: Tim E. Reynolds

Inventor's signature Tim E. Reynolds Date 11 MAR 97

Residence: 3123 Juniper Drive

Citizen of: United States of America

Post Office Address: Iowa City, Iowa 52245

Full name of third inventor: Sridhar Krishnaswamy

Inventor's signature Sridhar Krishnaswamy Date 11th March. 1997

Residence: 7312 Beckett Drive NE

Citizen of: United States of America

Post Office Address: Cedar Rapid, Iowa 52402

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ASSIGNMENT

Whereas,

Isaac K. Elliott residing at 3855 Orchard Drive, Colorado Springs, Colorado 80920;
Tim E. Reynolds residing at 3123 Juniper Drive, Iowa City, Iowa 52245; and
Sridhar Krishnaswamy residing at 7312 Beckett Drive NE, Cedar Rapid, Iowa 52402
 (hereinafter referred to individually and collectively as "inventor") have invented certain new
 and useful improvements in:

**A SYSTEM, METHOD AND ARTICLE OF MANUFACTURE FOR A HYBRID
 NETWORK CONFORMING TO REQUESTED QUALITY OF
 SERVICE PARAMETERS**

and executed therefore an Application for Letters Patent of the United States and

☐ having an oath or declaration executed on even date herewith;
☒ bearing Serial No. 08/751,917 and filed on November 18, 1996
☐ issued as a Patent No. _____ on _____

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

Whereas, MCI Communications Corporation (hereinafter "Assignee"), a corporation of Delaware, and having a principal place of business at 1133 19th Street N.W., Washington, D.C. 20036, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and **Inventor does hereby covenant** and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 2-27-97

By: Isaac K. Elliott
Isaac K. Elliott

Date: 11 MAR 97

By: Tim E. Reynolds
Tim E. Reynolds

Date: 11th March '97

By: Sridhar Krishnaswamy
Sridhar Krishnaswamy